Province of Ontario

Document General

Form 4 — Land Registration Reform Act

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(1) Registry ☐ Land Titles ☒ (2) Page 1 of **21** pages

(3) Property Identifier(s) Block Property: **1stly 16087-0001 to and including 16087-0886; 2ndly 04104-0486; 3rdly 04104-0488** Additional: See Schedule ☐

(4) Nature of Document

NOTICE - AGREEMENT
(Section 71 of the Land Titles Act)

(5) Consideration

Dollars $

(6) Description

Firstly: All units and Common Elements comprising the property included in Ottawa-Carleton Standard Condominium Plan No. 1087;
Secondly: Part Lot 21, Plan 106980, Parts 8, 23, 37, 40 and 43, Plan 4R-34143;
Thirdly: Lots 22, 23, 32, 33, 34, 35 and 36 and Part of Lots 24 and 37, Plan 106980, Parts 1 and 2, Plan 4R-28824 save and except Part 1, Plan 4R-34143, Parts 2, 3, 6, 7, 9, 10, 15, 16, 17, 19, 24, 25, 26, 27, 31, 32, 35, 41 and 46, Plan 4R-34143;
City of Ottawa
Ottawa-Carleton Land Registry Office (No. 4)

FOR OFFICE USE ONLY

OC2465954

MAR 10 2022 13:30

CERTIFICATE OF RECEIPT
CERTIFICAT DE RECEPISSE
OTTAWA-CARLETON (4)

Jane Saigrad

LAND REGISTRAR

New Property Identifiers Additional: See Schedule ☐

Executions Additional: See Schedule ☐

(7) This Document Contains: (a) Redescription ☐ New Easement ☐ Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☒

(8) This Document provides as follows:

See Agreement for Condominium Corporation attached.

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y	M	D
OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 1087		2022	04	10
by its Solicitor	**Anne-Marie Magneron**			

(11) Address for Service **210 Gladstone Avenue, Ottawa, ON K2P 0Y6**

(12) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y	M	D

(13) Address for Service

(14) Municipal Address of Property

805 Carling Avenue
Ottawa, Ontario

(15) Document Prepared by:

C. Warren Stroud
Anne-Marie Magneron
Perley-Robertson, Hill & McDougall LLP
1400 - 340 Albert Street
Ottawa, ON K1R 0A5

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Fees and Tax	
Registration Fee	77.35
Total	

Document prepared using *The Conveyancer*

Form 16

Land Titles Act

APPLICATION TO REGISTER NOTICE OF AN UNREGISTERED ESTATE, RIGHT, INTEREST OR EQUITY

TO: The Land Registrar for the Land Titles Division of Ottawa-Carleton No. 4.

We, Ottawa-Carleton Standard Condominium Corporation No. 1087 have an unregistered estate, right, interest or equity in:

1. The land registered in the name of Claridge Homes (Preston) Inc. and hereby apply under section 71 of the Land Titles Act for the entry of an Agreement in the register for the said parcel.

2. This notice is for an indeterminate period.

The address of the application for service is:

210 Gladstone Avenue
Ottawa, ON
K2P 0Y6

RECIPROCAL AGREEMENT

THIS RECIPROCAL AGREEMENT made this 9th day of March, 2022

B E T W E E N:

CLARIDGE HOMES (PRESTON) INC.,
a corporation incorporated under the laws of the Province of Ontario;

(hereinafter referred to as "Claridge")

OF THE FIRST PART;

- and -

OTTAWA-CARLETON CONDOMINIUM CORPORATION NO. 1087

(hereinafter referred to as "the Corporation")

OF THE SECOND PART.

WHEREAS the Corporation is a condominium corporation (the "Condominium") in respect of the units and their appurtenant common interests which together comprise the property contained in the Corporation's Condominium Plan, and which consist of those lands and premises situate in the City of Ottawa and being the Common Elements for Ottawa Condominium Corporation No.1087, registered in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (the "Condominium");

AND WHEREAS Claridge is the Declarant of the Corporation, and is also the registered owner of those lands and premises situate in the City of Ottawa forming part of the Structure that the Condominium is located within, and being composed of those lands and premises known as Parts 4, 5, 8, 12, 18, 20, 21, 22, 23, 28, 29, 33, 34, 36, 37, 39, 40, 42, 43, 44, 45 and 47 inclusive on Reference Plan 4R-34143 (the "Claridge Lands");

AND WHEREAS Claridge has constructed on the Claridge Lands three levels of underground parking, one level/floor of retail space and two levels/floors of office space (the "Retail/Commercial Component")

AND WHEREAS the Corporation and the Retail/Commercial Component are part of one building (hereinafter referred to as the "Building") on those lands and premises known as Parts 1 to 47 inclusive, Plan 4R-34143 (hereinafter referred to as the "Lands"). The Building and the Lands are hereinafter referred to as the "Project";

AND WHEREAS the Corporation and Claridge are entering into this Agreement for the purposes of providing for the mutual use, maintenance and cost-sharing of the common interior roadways, the outdoor pedestrian walkways and the shared utility and service easements being those utilities and services which will serve and benefit the Condominium and the Claridge component (as herein defined);

AND WHEREAS the words "Common Elements", "Common Expenses", "Common Interest", "Declaration", "Description", "By-Laws", "Registration", "Rules", shall have the same meanings as are ascribed to such terms in the *Condominium Act*, S.O., 1998, as amended from time to time, and includes all regulations under such Act, as amended from time to time (the "Act");

AND WHEREAS Claridge and the Corporation are entering into this Agreement to provide for the operation of the Lands or the Project as hereinafter defined;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration and the sum of TEN DOLLARS ($10.00) of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby acknowledged by all parties), the parties hereto hereby covenant and agree to and with each other and each of them as follows:

ARTICLE 1 - **PRELIMINARY MATTERS**

1.1 In this Agreement the following terms shall have the following meanings:

(a) "Act" shall mean the *Condominium Act*, S.O. 1998, as amended from time to time;

(b) "Building" shall mean the Condominium and the Claridge Lands;

(c) "Residential Owners" shall mean all of the owners, including Unit Owners, from time to time, of the Condominium;

(d) "Condominium" shall mean that part of the Lands together with the buildings thereon which have been registered as all of the Units and common elements in the Register for Ottawa-Carleton Standard Condominium Plan No. 1087, as more particularly described in Schedule "A" attached hereto;

(e) "Declaration" shall mean the Declaration and any amendments thereto that are or may be registered in regard to the Corporation;

(f) "Retail/Commercial Component" means the part to be developed and created on that part of the Project owned by the Declarant designated as Parts 4, 5, 8, 12, 18, 20, 21, 22, 23, 28, 29, 33, 34, 36, 37, 39, 40, 42, 43, 44, 45 and 47 Plan 4R-34143;

(g) "Project" means the Corporation and the Retail/Commercial Component;

(h) "Reciprocal Agreement" means the agreement between the Corporation and the Retail/Commercial Component governing the use, operation and management of the Shared Facilities;

(i) "Shared Facilities" means those facilities in the Project being shared by the Condominium and the Retail/Commercial Component including the common elements of the Condominium subject to the provisions of the Reciprocal Agreement between the Corporation and the owner of the Retail/Commercial Portion and includes those parts of the parking garage, internal driveways and ramps, including service pipes, wires, cables, conduits and systems benefiting the Units and/or Common Elements of the Condominium (or any number or portions thereof), and the Retail/Commercial Components, excluding without limitation, all pertinent portions of the storm and sanitary sewer systems, and the gas, domestic water, plumbing, ventilation, hydro-electric, energy management, computer monitoring and fire protection systems (as well as portions of various ancillary mechanical and electrical fixtures, cables valves, meters and equipment appurtenant thereto), which provide security monitoring, heat, power, drainage, fire protection and/or any other type of service to one Component of the Project, exclusively and shall also include areas, services, system requirements and facilities identified or defined as Shared Facilities in the Reciprocal Agreement;

(j) "Shared Facilities Costs" means the aggregate of all costs and expenses incurred in connection with the Shared Facilities, all as provided for in the Reciprocal Agreement and shall include without limitation, the costs and expenses incurred in connection with the maintenance, repair, management and operation of the Shared Facilities, including without limitation, the cost of maintaining and repairing all electrical and mechanical equipment, fixtures and installations comprising same or

appurtenant thereto, together with the amount of any municipal, provincial or federal taxes and/or common expense assessments attributable to the Shared Facilities (or any portion thereof);

(k) "Hydro Vault" means the Hydro Vault located on that part of the Condominium Lands designated as Parts 14 and 15 Plan 4R-34143;

(l) "Hydro Vault Room" means the Hydro Vault located on that part of the Condominium Lands designated as Parts 14 and 15, Plan 4R-34143;

(m) "Water Entry Room" means the Water Entry Room located on that part of the Condominium Lands designated as Part 10, Plan 4R-34143;

(n) "Storm Water Retention Tank" means the Storm Water Retention Tank located in the Water Entry Room;

(o) "Mechanical Room" means the Mechanical Room located on that part of the Condominium Lands designated as Parts 17, 32 and 41 Plan 4R-34143;

(p) "Electrical Room" means Electrical Room located on that part of the Condominium Lands designated as Part 16, Plan 4R-34143;

(q) "Oil Tank Room" means the Oil Tank Room located on that part of the Condominium Lands designated as Part 19, Plan 4R-34143;

(r) "CACF Room" means the Central Alarm and Control Facilities Room located on that part of the Condominium Lands designated as Part 27, Plan 4R-34143;

(s) "Mechanical Room 2" means the Mechanical Room located on that Part of the Retail/Commercial Lands designated as Part 29, Plan 4R-34143;

(t) "Janitorial Closet and Washroom" means the combined Janitorial and Washroom located on that part of the Condominium Lands designated as Part 24 on Plan 4R-34143;

(u) "Claridge Lands" and "Retail/Commercial Component" shall mean that part of the Lands together with that part of the Structure thereon that is owned by Claridge or its successors and assigns, as more particularly described in Schedule "B" attached hereto;

(v) "Servicing Systems" shall have the meaning ascribed to in Section 2.3 hereof.

(w) "Shared Facilities" means those portions of the Building that are set aside for use by both the Corporation and Claridge in accordance with the Declaration and Article 3 hereof, notwithstanding who the actual owner of the facility is;

(x) "Structure" shall mean the Condominium or the Claridge Lands in reference to the Corporation or Claridge respectively and "Structures" shall mean all of the Condominium and the Claridge Lands;

(y) "Unit" shall mean a registered condominium unit as it may exist from time to time in regard to the lands and premises described in Schedule "A".

1.2 All other words herein shall have the meanings, if any, ascribed to them in the Act.

1.3 The recitals hereinbefore set forth are true in substance and in fact.

ARTICLE 2 - **EASEMENTS AND RIGHTS-OF-WAY**

2.1 Specific Easements for Repair and Maintenance

The Corporation, Residential Owners and Claridge each grant, and/or confirm the prior granting of, to each of the others of them, an easement, right, and right in the nature of an easement, subject to the conditions herein provided, over the Condominium or the Claridge Lands, as the case may be, of the grantor of each such easement for the purpose of facilitating the maintenance, altering, repairing, replacing, and inspecting of each parties' structure and for the purpose of exercising the grantees' rights under Section 6.5 herein (the "General Repair Easement") and for the purpose of exercising the grantees' rights under Section 2.2 herein.

2.2 General Easement of Access

(a) The Corporation, Residential Owners, and Claridge each grant to each of the others of them, easements, subject to the conditions herein provided, over the Condominium or the Claridge Lands, as the case may be, for the purpose of enabling the Corporation or Claridge to perform and exercise its duties, obligations and rights hereunder and for the purpose of enabling the Corporation or Claridge to reconstruct, operate, maintain and repair the Condominium or the Claridge Lands as the case may be.

(b) The Corporation hereby grants to Claridge an easement over all of the common elements of the Corporation and Claridge hereby grants to the Corporation an easement over the Claridge Lands for the purposes of gaining access to and egress from the Shared Facilities and for the purpose of gaining access to or egress from any part of its Structure that can only be accessed through or over the other party's Structure.

(c) The easements referred to in Sections 2.2(a) and (b) hereof are referred to herein as the "General Access Easements".

2.3 General Servicing Easements

(a) The Corporation and Claridge each grants, transfers and conveys to the other a general easement, right and right in nature of an easement in, on, over and through the common elements of the Corporation, and in, on, over and through the Claridge Lands for the purpose of maintaining, operating, repairing, replacing and inspecting or gaining any required access to any servicing system which pertain to the provision of services to either the Condominium or the Claridge Lands for the purposes of serving and benefiting any part of the Lands or Structures (the "Servicing Systems") and which servicing systems include without restricting the generality of the foregoing,

i) the fire alarm protection and sprinkler system serving any one or all the buildings situate on those parts of the Condominium or the Claridge Lands; and

ii) all other hydro, gas, water, sanitary and storm sewer, drainage and cable system, mechanical plumbing, telephone communications, refuse, electrical structural or other system or component serving any part of the respective Structures,

in, on, over, along, across, through or adjacent to or as are required to gain access to any cables, wires, conduits, lines, pipes, ducts, shafts, or other such installations through which any of these servicing systems run, function or operate.

(b) The easements and rights described in Section 2.3(a) and those facilities contained therein are herein referred to as the "Servicing System Easements".

2.4 Mutual Pedestrian and Vehicular and Loading Easements

The Corporation grants, transfers and conveys an easement, right and right in the nature of an easement in, on, over and along those parts of the Condominium, designated as Parts 6, 7, 11 and 25 on the Reference Plan for the purposes of vehicular and pedestrian access egress

and/or use on the common interior roadway in favour of the Claridge, and its owners and any occupants of the Claridge Lands and such as to serve and benefit the Claridge Lands. The easements and rights described in clause 2.4 and those facilities contained therein are referred to in this Agreement as the "common interior roadway".

2.5 Maintenance of Easements

It is hereby acknowledged that the Corporation or Claridge, as the case may be, shall be primarily responsible for governing and arranging for the maintenance, operation, repair, replacement and inspection of the General Repair Easement, the General Access Easements the Pedestrian and Vehicular Easements and the Servicing System Easements (the "Required Easements") which are situate on those lands comprised within its lands, being the Condominium or within the Claridge Lands, as the case may be, and as such to engage all requisite contractors, servicemen, etc., as required to do so, but, in the event that it fails to maintain, operate, repair, replace and inspect that portion of the Required Easements which is situate upon its own lands, in accordance with the foregoing provisions, then the Corporation or Claridge, as the case may be, shall be entitled to perform and complete such work, and the cost of shall be borne in accordance with the provisions set out herein. For greater certainty, any repairs to the actual Structures or servicing Systems for any party shall be repaired at the expense of the party owning the Structure or Servicing System needing repairs.

2.6 General Reservation and Covenant

Each of the grantors of an easement granted in this Article 2 hereby reserves its rights over the easements granted by it, and each grantee of such an easement agrees to abide by all reasonable rules and regulations of the grantor of such easement as are communicated to such grantee in writing from time to time including the placing of reasonable restrictions on the times and days during which such easements may be used. In exercising their rights to the easements granted herein, the Corporation, Residential Owners and Claridge shall act at all times in a prudent and reasonable manner so as to minimize the interference occasioned to the other party or parties or their permitted tenants, occupants and invitees by the use of such easement.

2.7 Obligations to Restore

In the event that damage or inconvenience is caused to the Structure of the grantor of an easement as the result of the exercise of the grantee's right to such easement, the party that caused the damage or inconvenience shall repair the damage or remedy the cause of the inconvenience forthwith, and such repair obligation shall include any redecoration necessary to restore the damaged Structure to its previous condition.

2.8 Term of Easements

All of the easements granted in this Agreement are granted in perpetuity or for such lesser period as shall be required for the purposes herein set out. The said easements are granted to the grantees thereof, their heirs, executors, administrators, successors and assigns and his or their servants, agents, workmen, invited guests, residents and tenants and others authorized by him or them for the purposes herein referred to.

2.9 Alteration of Easements

(a) Subject to the provisions contained in this Section and elsewhere in this Agreement either one of the Corporation or Claridge at its sole cost and expense may make any alterations or additions (including demolition and reconstruction) to the Condominium or the Claridge Lands, as the case may be, and in so doing may relocate any easement or right within its respective Structure, granted in favour of the other, including the rights to use the Shared Facilities, whether granted by this Agreement or pursuant to the Declaration or in any other manner, provided however that:

(ii) such alterations or additions, after they are completed, shall not diminish in any material or financial manner the benefits of the other Party afforded by such easement or right as unaltered or unrelocated;

(iii) such alterations or additions after they are completed, shall not unreasonably interrupt such Party's use of such easement or right; and

(iv) such alterations or additions during the time such alterations or additions are being constructed, shall not interrupt or discontinue the easement, right or service being supplied to the other Party, without an alternative service being supplied to that other Party during the period of reconstruction or alteration which is substantially equivalent to the service having been supplied to it prior to such alteration or addition being commenced.

(b) If at any time during the term of this Agreement, any Party proposes to either make such alterations to its Structure which changes the location or otherwise affects any easement or right granted to the other Party in this Agreement or otherwise, including the rights to use of the Shared Facilities as herein set out, then, before commencing such alterations, that Party shall give to the other Parties so affected, a copy of plans and specifications showing the proposed alterations. If the Parties reviewing such plans shall not, within thirty (30) days after delivery of said plans and specifications, give to the other Party a written notice asserting that the proposed alterations as shown, will violate the provisions of Section 2.10(a) and specifying the respect in which that Section would be so violated, then the Parties shall be conclusively deemed to have agreed that such alterations will not violate the provisions of this Subsection provided they are actually made or constructed substantially as shown on the plans and specifications furnished to the affected Parties. If the affected Parties or any one of them receiving such plans files written notice as aforesaid, and if the dispute cannot be settled within fifteen (15) days after the giving of such notice, then the Parties seeking the alterations shall not commence any alterations until the dispute has been resolved by arbitration in accordance with this Agreement.

(z) The Party making such alterations shall comply with all laws, rules, orders, ordinances, regulations and requirements of any government or municipality or any agency thereof having jurisdiction and shall be responsible for obtaining any requisite approvals under the *Planning Act*, R.S.O. 1990, as amended from time to time. Such Party shall, to the extent reasonably practical, make these alterations in such manner as to minimize any noise or vibration which would disturb any occupants of the other Party's Structure.

2.10 Declaration of the Corporation

Claridge and the Corporation hereby confirm that the easements created in the Declaration of the Corporation are to be governed by the terms set out in the Agreement with respect to easements, and the rights of either party to use and enjoy such easements are subject to the terms hereof.

ARTICLE 3 - SHARED FACILITIES

The Corporation, the Residential Owners and Claridge hereby agree that the Shared Facilities shall be for the benefit of both the Condominium and the Claridge Lands and shall be operated, maintained, repaired, improved, altered and replaced only in the manner as herein set out.

3.2.1 Condominium Shared Facilities

The following specific facilities and amenities located in the Condominium are for the use of both the Condominium and the Claridge Lands and are some of the Shared Facilities:

(a) the Water Entry Room;
(b) the Storm Water Retention Room;
(c) the Hydro Vault Room;
(d) the Hydro Vault;

(e) the Electrical Room;
(f) the Oil Tank Room;
(g) the Mechanical Room;
(h) the CACF Room;
(i) the Moving Corridor Area

3.2.2 Claridge Lands Shared Facilities

The following specific facilities and amenities located in the Claridge Lands are for the use of both the Claridge Lands and the Condominium and are some of the Shared Facilities:

(a) the Mechanical Room 2

3.2.3 Visitor Parking for Residential Unit Visitors

Visitor parking for eighteen (18) motor vehicles provided by Claridge to visitors of Residential Units on the first level of the Parking Garage from 6:00 p.m. to 6:30 a.m. on weekdays and all day on weekends. Visitors will be charged for parking at the going rate in Ottawa charged by a Commercial Parking Operator.

3.3 Maintenance of Shared Facilities

Except as otherwise specifically stated herein each of Claridge and the Corporation shall be initially responsible for maintaining and paying all costs in connection with the Shared Facilities which are owned by them.

3.4 Costs of Operating

Claridge and the Corporation hereby agree to share the costs of operating and maintaining the Shared Facilities and Required Easements in the manner and in accordance with the cost sharing formulae allocated and set out in Schedule "C" which is attached to and forms a part hereof. The parties acknowledge that the initial budget for the Corporation for the first year after registration of the Corporation reflects the total budgeted costs for the Corporation, including the costs attributable to Claridge for its share of the costs with respect to the Shared Facilities and the Required Easements. Claridge agrees to pay to the Corporation monthly, on the first day of each month, its share of those items in the Corporation's budget that reflect costs for the Shared Facilities and Required Easements.

3.5 Default

Any amounts not contributed by any one of the Corporation or Claridge to the other in accordance with the provisions hereof, shall, until advanced, bear interest at the rate of fifteen (15%) percent per annum, calculated and compounded monthly on such amount as is from time to time unpaid, and until so paid, such amount together with interest thereon as aforesaid shall, to the extent thereof, be and constitute a lien and charge against:

a. the lands or assets of the Corporation if it has failed to pay its share of the cost of maintaining, operating, repairing, replacing or inspecting the Shared Facilities or Required Easements; and

b. the Claridge Lands where Claridge ought to have contributed such sum in respect of the Claridge Lands.

ARTICLE 4 - **INSURANCE**

4.1 Claridge and the Corporation each agree to carry insurance on their respective Structure for the full replacement value thereof and liability insurance for a minimum of $5,000,000.00 liability. The polices shall include, without limiting the generality of the foregoing, fire, standard extended coverage perils, flood, earthquake and resultant damage from

error in design and faulty workmanship to the extent available and as would be obtained by a prudent owner of a comparable building etc.

4.2 Appraisal

Each of Claridge and the Corporation shall on demand of the other, but not more than once every five years, obtain an appraisal of their Structure for insurance purposes, setting out the full replacement value of the Structure.

4.3 Evidence of Insurance

Each of Claridge and the Corporation shall provide to the other, annually, evidence that their Structure is insured for its full replacement value and that the required liability insurance is in place.

4.4 Named Insured

Every insurance policy held by Claridge and the Corporation on their Structure shall have the other of them named in the policy as named insured, and shall provide that such policy may not be cancelled without giving 30 days prior notice in writing to the named insured.

ARTICLE 5 - MUTUAL INDEMNITIES AND INSURANCE

5.1 Repairs

The Corporation and Claridge each covenants and agrees to the other that it shall be responsible to forthwith repair and/or replace any property (both realty and personalty) owned by the other or the unit owners of the Corporation in the case of Claridge's responsibilities herein, which is damaged or destroyed by Claridge or the Corporation or any of their occupants, residents, tenants, licensees, workmen, servants or agents in the course of using or enjoying the Shared Facilities or the Required Easements or in the construction, or installation of any part of the Condominium or the Claridge Lands, as the case may be, and without limiting the generality of the foregoing, the Corporation or Claridge, as the case may be, shall restore the underground levels of the Claridge Lands or the Condominium or any building appurtenance, or finishing installation constructed thereon that was damaged in the course of completing the construction of buildings or their appurtenances to be constructed on the Condominium or the Claridge Lands, and to restore them to as nearly as practicable, to their condition existing immediately prior to the time that use or entry thereon was made by it.

5.2 Indemnity

The Corporation and Claridge agree to indemnify and save each other harmless from any cost, expense, damage or liability that it may incur as a result of the exercise or enjoyment by the Corporation or Claridge, as the case may be, or by any of its residents, tenants, occupants, licensees, agents, workmen, servants or invitees, of any easement, right or privilege which is hereby given to either of them or given to either of them under the Corporation's Declaration or in any other manner.

ARTICLE 6 - DAMAGE

6.1 Damage to Less than 25% of the Condominium

a. Where damage to the Project occurs and there is not substantial damage to 25% or more of the Condominium, the Corporation shall rebuild, restore and repair its Structure in accordance with this Agreement.

b. In default of agreement by any of the Parties as to the exercise of any provision or any fact described in this Article 6 resort shall be made to arbitration in accordance with the arbitration provisions provided in this Agreement.

6.2 Damage to More than 25% of the Condominium

(a) In the event damage has occurred to the Project which constitutes substantial damage to 25% or more of the Condominium and in the event the Corporation pursuant to the requirements of the Act has elected not to rebuild, subject to the provisions hereof and any other agreement that may be made between the parties hereto, the Corporation shall rebuild, restore, replace or repair those parts of its Structure that are necessary to give effect to the specific proprietary rights of the Claridge Structure if it has elected to rebuild its Structure or its Structure has not been damaged whether such rights are set forth herein or otherwise, including the restoration and continued maintenance of the Required Easements and the Shared Facilities, including any right of support hereby described and granted to it hereunder or granted by the Corporation's Declaration, and a certain sum shall be either retained from any insurance proceeds payable to the Corporation by its insurance trustee, or it shall be paid out to a new trustee or stakeholder, to ensure sufficient insurance proceeds as are required to allow Claridge to perform those obligations if the Corporation does not do so are held back and a suitable written direction shall be provided to the insurance trustee accordingly. Failing an agreement between the Corporation and Claridge as to the process by which such proceeds shall be held as otherwise secured for this purpose or as to the proper amount of this holdback or paid out amount, these issues shall be determined by arbitration in accordance with the arbitration provisions in this Agreement.

(b) For the purposes of this Section 6.2, the Corporation shall be deemed to have elected not to rebuild if the owners of the units in the Corporation have validly voted for termination pursuant to the Act.

6.3 Damage to the Claridge Structure

In the event damage has occurred to the Claridge Structure and in the event Claridge has decided not to rebuild, subject to the provisions hereof and of the Act, if applicable, and any other agreement that may be made between the parties hereto, Claridge shall rebuild, restore, replace or repair those parts of its Structure that are necessary to give effect to the specific proprietary rights of the Corporation if it has elected to rebuild its Structure or its Structure has not been damaged whether such rights are set forth herein or otherwise, including the restoration and continued maintenance of the Required Easements and the Shared Facilities, including any right of support hereby described and granted to it hereunder or granted by the Corporation's Declaration. Failing an agreement between the Corporation and Claridge as to the process by which such rebuilding shall take place these issues shall be determined by arbitration in accordance with the arbitration provisions in this Agreement.

6.4 Granting New Easements

In complying with its obligations provided in Section 6.2(a) or 6.3 above, the Corporation or Claridge shall be required to grant new easements or rights appurtenant to their Structure which will enable it to restore or construct (in such manner so as not to diminish in any material way, the value of the others' Structure) at its expense, any part of its Structure necessary to enable it to continue the use and enjoyment of the easements and rights enjoyed or used by it and as are described hereunder or granted to it by the Corporation's Declaration. Any new easement or right so granted shall have the same force and effect and shall be subject to the provisions of this Agreement as if same had been granted pursuant to the provisions of Article 2 of this Agreement.

6.5 Completing Repairs

(a) Each party required under this Article 6 to carry out repair, restoration or replacement of any part of its Structure will commence such work at the earliest date that is reasonable in all of the circumstances, and will proceed to completion thereof with reasonable diligence.

(b) If, (i) under this Agreement or pursuant to the Act a party is not required to make necessary repairs and does not in fact repair, or (ii) under this Agreement or pursuant to the Act a

party is required to make necessary repairs and does not in fact repair, then the remaining party may effect such repairs to the Structure of the non-repairing party as the repairing party deems necessary for the continued use, operation and enjoyment of the Structure owned or governed by the repairing party.

6.6 Section 43(2) of the Act

For the purposes of Section 127 of the Act, the obligations created against the Corporation or Claridge by this Article shall be deemed to be encumbrances against each Unit and their appurtenant common interests contained within Corporation's Condominium Plan or shall constitute a claim against the lands and appurtenant interests contained within the Structures, as the case may be.

6.7 Original Building Plans

All repairs to a Structure being performed hereunder shall be effected and performed substantially in accordance with the as built plans and specifications used in the construction or modification of the Structures.

ARTICLE 7 - **OPERATION**

7.1 Compliance with Law

Each party in performing its obligations and exercising its rights under this Agreement covenants and agrees to comply with all laws, rules, orders, ordinances, regulations and requirements of any government or municipality or any agency thereof having jurisdiction over the Parcel.

7.2 Compliance with Agreement

Each party herein covenants and agrees to comply with all of the provisions herein contained and will not authorize or condone any breach thereof by any resident, occupant, tenant, licensee, visitor, guest, servant or agent.

7.3 Cost of Maintenance and Repair

The parties have set forth in Schedule "C" hereto the respective responsibilities of the Corporation and Claridge with respect to those items in the Corporation's budget relating to the cost of performing maintenance, repairs and replacements to the Shared Facilities and Required Easements. Each of Claridge and the Corporation shall promptly pay all of the costs and share of costs required to be paid by such party under Schedule "C". It is agreed that unless specifically otherwise expressed in this Agreement or in Schedule "C", nothing in this Section 7.3 shall require or obligate any party hereto to repair its Structure, it being the intention of this Section to specify only the cost sharing obligations of the parties. It is further agreed that if the Claridge Lands becomes severed into separate registered ownerships (including by way of a sale, transfer or creation of any legal entity, including a condominium corporation, with respect to said lands) then the owners of said lands without the consent or concurrence of the Corporation may reallocate and adjust amongst such owners the percentage of any cost to be paid by Claridge under Schedule "C" and the responsibility for repair of any item which Claridge has agreed to repair under this Agreement. Upon such re-allocation being made and written notice thereof being given to the Corporation, each of such owners' liability for payment or performance of any covenant under this Agreement shall be limited to the share or obligation specified in said written notice and thereafter Claridge shall be fully released from such obligations so assumed as aforesaid.

7.4 Performance of Work

To the extent that any party hereto is required to perform, repair or maintain either its Condominium or Claridge Lands, as the case may be, then all work to be performed shall be

done, performed and effected in a good and workmanlike and in the same manner as would a prudent owner.

7.5 Default

If any party shall fail to commence and complete all reasonable steps to cure a default under this Agreement within thirty (30) days upon receipt of notice of such default by another party hereto, except in emergencies in which event such steps to cure any default shall commence forthwith upon notification, then the party giving the notice may take all reasonable steps to cure the default, including, without limitation, the performance or maintenance, repair or replacement work, the hiring of contractors, entry onto the Structure of the defaulting party, the exercise of any right of entry of such defaulting party, the payment of any sum secured by lien, and/or the filing of a bond to discharge a lien. The defaulting party shall, upon demand, reimburse the party taking such steps for all costs and expenses paid or incurred in the exercise of such rights.

ARTICLE 8 - FORCE MAJEURE

8.1 Force Majeure

Whenever and to the extent any party is prevented, hindered or delayed in the fulfilment of any obligation hereunder or the doing of any work or the making of any repairs or replacements by reason of force majeure, that party's obligation shall be postponed and such party shall be relieved from any liability in damages or otherwise for breach thereof, for so long as and to the extent such prevention, hindering or delay continues to exist. The term "force majeure" means any war or other catastrophe, act of the Queen's enemies, riot or insurrection, strike, lockout or labour disturbance, inability to obtain material, goods, equipment, services or utilities required, or any law, by-law, regulation or order of a public authority, or inability to obtain any permission or authority required thereby.

ARTICLE 9 - LIENS DEBTS AND INTEREST

9.1 Liens

If at any time a party (the "Defaulting Party") shall fail to pay to any other party hereunder (the "Creditor Party") any sum of money payable to the Creditor Party pursuant to the provisions of this Agreement, then, in addition to any rights of subrogation which the Creditor Party may have by operation of law, the Creditor Party shall (unless otherwise specifically provided herein) have a lien, to secure the payment of such sum of money, together with all costs and interest accruing thereon pursuant to Section 9.5 hereof, against the Structure of the Defaulting Party. Such lien shall arise immediately upon the giving of written notice by the Creditor Party to the Defaulting Party demanding payment of said sum of money by the Defaulting Party and asserting the said lien against the Structure of the Defaulting Party. From and after the date upon which such lien arises, the Creditor Party shall be entitled to file a caution or such other notice of such lien as may be permitted by the provisions of the *Land Titles Act* and/or the *Condominium Act*, any amendments thereto, or by such other legislation that may be applicable to the title of the Parcel from time to time.

9.2 Enforcement of Lien

If a lien shall arise against either Structure under Section 9.1 hereof, such lien shall be enforceable in the same manner as a mortgage in default pursuant to the provisions of the *Mortgages Act*.

9.3 Liens Survive Termination

Notwithstanding any termination of this Agreement, the lien which shall have arisen prior to such termination pursuant to Section 9.1 hereof shall remain in full force and effect until the amount secured thereby shall be paid in full or satisfied, together with the costs and interest provided for in Section 9.5 hereof. For the purposes of Section 127 of the Act, a lien against the

Condominium shall be deemed to be an encumbrance against each Unit and common interest therein and the common elements.

9.4 Liens Survive Conveyance

No conveyance or other divestiture of title shall in any way affect or diminish any lien arising pursuant to Section 9.1 hereof, and any lien which would have arisen against either the Corporation or Claridge pursuant to Section 9.1 had there been no conveyance or divestiture of title shall not be defeated, or otherwise diminished or affected, by reason of such conveyance or divestiture of title.

9.5 Interest and Costs

In each instance when a party shall be obligated to pay any sum of money to another party hereunder interest shall accrue thereon and be payable hereunder at fifteen percent (15%) per annum calculated daily and compounded monthly, in advance. If any legal action, demand or proceeding is brought, instituted or taken by a party, or if a party shall cure a default of another party the party in default shall pay to the other party all expenses incurred therefor, including a solicitor's fee (on a solicitor and his own client basis), unless a court shall otherwise award.

9.6 Mortgagee's Right to Assignment of Lien

Any party having a lien pursuant to Section 9.1 upon a Structure, or upon any Unit in a Structure shall have the right to assign such lien to a mortgagee of such Structure or Unit, upon payment by the mortgagee of the amount secured by such lien, or to give a discharge thereof for any Unit and appurtenant common interest upon receipt of the amount determined by applying to the lien amount the relevant proportion of common interest as specified in the Declaration.

ARTICLE 10 - **ARBITRATION**

10.1 The validity, construction and performance of this Agreement shall be governed by the laws of the Province of Ontario, and any dispute that may arise under or in relation to this Agreement, including its validity, construction or performance, shall be determined by arbitration upon application to a single judge of the Superior Court of Justice in accordance with, and pursuant to the provisions of *The Arbitrations Act of Ontario*, R.S.O., 1990, as amended, and the arbitrator's decision shall be final and binding upon the parties hereto and upon their respective successors and assigns, and shall not be subject to appeal.

ARTICLE 11 - **TERMINATION**

11.1 Termination

This Agreement cannot be terminated other than by the written consent of Claridge and the Corporation. Except as may otherwise be agreed upon, if this Agreement is terminated, the easements hereby granted shall remain in full force and effect, regardless of whether the Project is in a form similar to that which existed on the date this Agreement came into effect.

11.2 Debts and Liens Survive

Notwithstanding the termination of this Agreement, if at the time of such termination, any party shall be obligated to pay any sum of money pursuant to the provisions hereof, such obligation shall not be extinguished until such sum of money, together with any interest accruing thereon together with costs, shall be paid, and any lien securing the payment of such sum of money shall, as provided in Section 9.3 hereof, remain in force and effect and continue to secure such payment and any interest which shall accrue thereon.

11.3 Termination of Condominium

Notwithstanding the termination pursuant to the Act of the Corporation the Residential Owners covenant and agree that they will continue after such termination to be bound by the provisions of this Agreement, and will execute such further assurances as may be required to give effect to this Section 11.3, and that the term "the Corporation" in this Agreement will refer to the owners from time to time of the lands described in Schedule "A", and if applicable, Schedule "B".

ARTICLE 12 - **MISCELLANEOUS**

12.1 Notice

(a) Any notice required to be sent pursuant to the provisions of this Agreement shall be sent by prepaid registered mail or may be delivered to the parties at the following address:

THE CORPORATION OR RESIDENTIAL OWNERS:
c/o Ottawa-Carleton Standard Condominium Corporation No. 1087
805 Carling Avenue
Ottawa, Ontario

Claridge Homes (Preston) Inc.
2001-210 Gladstone Avenue
Ottawa, Ontario K2P 0Y6

or to any other address as each party may designate from time to time. Any notice shall be deemed to be received three (3) business days from the date of mailing or on the date of delivery.

(b) Any notice given in accordance with this Section 12.1 to the Condominium shall be deemed to be given to the Residential Owners.

12.2 Provisions Run with the Land

The provisions of this Agreement are intended to and shall run with the Project and shall benefit and burden the Project, and shall bind and enure to the benefit of the parties hereto and their successors and assigns.

12.3 Assignment of Rights to Lessees, Mortgagees

Any party may, without the necessity of conveying title to such party's Structure, assign or otherwise transfer to any lessee of any part of the Project, or to any mortgagee of any part of the Project, all or any of the rights, privileges, easements and rights of entry applicable to the lands and premises described in Schedules "A" and "B" and any such lessee may in turn assign or otherwise transfer all or any of such rights, privileges, easements and rights of entry to a mortgagee covering the leasehold estate of such lessee, and any such lessee or mortgagee may exercise any such right, privilege, easement and right of entry so assigned or otherwise transferred to it to the same extent as if in each instance this Agreement specifically granted such right, privilege, easement or right of entry to such lessee or mortgagee. In the event that they shall exercise any such right or privilege, such lessee or mortgagee shall be subrogated to the rights of his lessor or assignor to assert a lien against the Structure of the other party under Section 9.1 hereof. Notwithstanding the foregoing, no party hereto shall be bound to recognize any such assignment or other transfer, or the exercise or accrual of any rights pursuant to such assignment or other transfer, until such party is given written notice of such assignment or other transfer pursuant to Section 12.1 hereof.

12.4 Certificate of Compliance

The Corporation and Claridge agree, at any time and from time to time during the term of this Agreement, within ten (10) days after written request and the payment of a

reasonable fee by the requesting party, to execute, acknowledge and deliver to the requesting party, a certificate stating:

(a) that this Agreement and the Schedules attached hereto are unmodified and in force and effect, or if there has been any modification that this Agreement is in force and effect, as modified, and identifying the modification;

(b) whether or not there is any existing default hereunder by any party and if there is any such default, specifying the nature and extent thereof; and

b. the current address to which notices given to the party executing such certificate are required to be mailed under Section 12.1 hereof.

12.5 *The Planning Act*

This Agreement is entered into subject to the express condition that it is to be effective only on obtaining such consents, if any, as may be required under Section 50 of the *Planning Act*, R.S.O. 1990, as amended, or any successor legislation or other statute which may hereafter be passed to take the place of the said Act or to amend the same.

12.6 Time of the Essence

Time shall be of the essence of this Agreement and of each of the provisions hereof.

12.7 No Partnership or Agency

The parties hereto do not in any way whatsoever or for any purpose become partners of each other, or joint venturers or members of a joint enterprise, nor is the relationship of principal and agent created.

12.8 Headings

The Article headings and Section headings have been inserted for convenience of reference only and do not form part of this Agreement. They shall not be referred to in the interpretation of this Agreement.

12.9 Sale By Claridge

(a) Nothing in this Agreement shall prevent or be deemed to prevent the sale, transfer, mortgaging, pledging, encumbering or other disposition by Claridge of the whole or any part of the Claridge Lands. In the event of the sale by Claridge (or by any of the parties comprising Claridge with respect to its interest) of the Claridge Lands, Claridge (or the party selling its interest) shall, without further agreement, be freed and relieved of all liability with respect to the covenants and obligations of Claridge herein contained relating to the portion or interest so sold, provided a valid assignment of Claridge's rights and obligations pursuant to the terms of this Agreement shall be entered into by the party to whom the Claridge Lands or any part thereof is being transferred. In this Section 12.9 the word "sale" shall include a sale, transfer or creation of any legal entity, including a condominium corporation, with respect to the Claridge Lands.

(b) Claridge covenants and agrees that upon registration of a condominium Declaration and Description for the Claridge Lands, if applicable, as the declarant thereof, it shall cause the Condominium Corporation to ratify this Agreement or alternatively to execute a similar agreement containing provisions equivalent to those contained herein so that the Condominium Corporation agrees to be bound by the terms, provisions and conditions contained herein or their equivalents, to the same effect as if the Condominium Corporation had been an original party hereto in the place and stead of Claridge, insofar as Claridge's participation in and obligations under this Agreement relate to the Claridge Lands and its respective units and common elements. Moreover, notwithstanding anything provided in this Agreement to the contrary, as and when the Condominium Corporation executes such agreement or agreements contemplated hereby, Claridge shall be automatically released and discharged from its obligations and liabilities

hereunder to the extent that such liabilities and obligations have been assumed by the Condominium Corporation as and when registered as aforesaid and when the Condominium Corporation has ratified and confirmed the terms of this Agreement, Claridge shall be automatically released and forever discharged of and from any and all liabilities and obligations under or pursuant to this Agreement.

12.10 Rezoning and Severance

The Corporation covenants and agrees that it will not object to and will consent to any minor variance in zoning or any land severance of the whole or any part of the Claridge Lands by Claridge and, in each case, the Corporation will execute and deliver, forthwith on request, any and all documents and consents required by Claridge for such purposes.

12.11 Entire Agreement

This Agreement sets forth the entire agreement between the parties hereto, and there are no other agreements, oral, express or implied, other than as specifically set forth herein.

12.12 Further Assurance

The parties hereto hereby covenant and agree to forthwith execute all further assurances, easement agreements or other documents necessary or required to carry out the true intent of these presence without limiting the generality of the foregoing, the parties hereto further covenant and agree to execute all such further documents, instruments and agreements as may be required in order to specify the location of any of the easements herein created and in so doing to re-transfer any such easements which re-transfer identifies the specific location of such easement being so granted hereby and also to realign the boundaries of the various easements herein referred to so that the same align more accurately with the final location with the interior roadways the buildings and the installation of the various services and servicing systems is actually installed and/or constructed, as herein referred to.

12.13 Further Easements

In the event it is determined by any of the parties hereto or their successors and assigns that any new easement or right is required and which is essential for the purpose of maintaining, operating, repairing, replacing and inspecting or gaining any required access to any new servicing systems which is essential to service any of the said lands of the parties hereto or is necessary for the reasonable use and enjoyment of any Structure then the party over whose lands the easement or right is required (the "Grantor") shall execute all grants, conveyances, instruments and assurances as are required to grant or convey or transfer same, provided that the Grantor of such easement or right shall not be required to grant same if its lands shall be materially diminished thereby, or if same would interfere with the use and enjoyment of any amenity or installation on its lands, provided further that the Grantee of such easement or right financially secures to the said Grantor to its satisfaction, reasonably exercised, its liability to bear all costs, expenses and damages, direct or indirect, caused to the Grantor to its lands as a result of the grant herein contemplated which the Grantee hereby covenants and agrees to do and further that such Grantee provides detailed plans and specifications showing the location and specifications respecting such service to be installed or created.

12.14 Enjoyment of Easements

(a) The continued enjoyment by any party hereto to any easements, rights or privileges hereby granted or referred to shall be dependent and conditional upon that party contributing to the cost and expense of the operation, maintenance, repair, replacement and inspection of that easement, right or privilege in accordance with the terms hereof and further conditional upon that party not being in default of its requirement to contribute to the costs of operating any of the Shared Facilities herein all in accordance with the terms hereof and not being in default of its obligations pursuant to the terms hereof. A failure by any party to so contribute accordingly his share of such costs or expense thereof or to perform its other obligations hereunder, shall, at the option of the other party or parties lead to the suspension of its enjoyment of all easements, rights or privileges and the failure of the making of such contribution for a period of twelve (12) months by such defaulting party shall at the option of the other party or parties hereto lead to a termination of all easements, rights and privileges otherwise enjoyed by such defaulting party.

(b) The benefits to any party hereunder arising from any term or provision of this Agreement shall be construed as interdependent with the requirement by such party to perform its obligations hereunder.

12.15 Severability

If any clause or section of the agreement shall be determined by a court of competent jurisdiction to be illegal or unenforceable, then such clause or section shall be considered separate or severable from this Agreement and the remaining provisions hereof shall remain in full force and effect, and shall be binding upon the parties hereto as though the said illegal or unenforceable clause or section had never been included.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the 9th day of March, 2022.

CLARIDGE HOMES (PRESTON) INC.

Per: _____
Name: Shawn Malhotra
Title: Vice-President
I have authority to bind the Corporation.

OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 1087

Per: _____
Name: Shawn Malhotra
Title: President

I have authority to bind the Corporation

SCHEDULE "A"
(Condominium)

PIN numbers 16087-0001 to and including 16087-0886

Being Unit 1, Level 1 to and including Unit 41, Level J, Ottawa-Carleton Standard Condominium Plan No. 1087.

SCHEDULE "B"
(Claridge Lands)

PIN: 04104-0486 (LT)

PART LOT 21, PLAN 106980, PARTS 8, 23, 37, 40 AND 43, PLAN 4R-34143; CITY OF OTTAWA

PIN: 04104-0488 (LT)

LOTS 22, 23, 32, 33, 34, 35 AND 36 AND PART OF LOTS 24 AND 37 PLAN 106980, PARTS 1 AND 2, PLAN 4R-28824 SAVE AND EXCEPT PART 1, PLAN 4R-33441, PARTS 2, 3, 6, 7, 9, 10, 15, 16, 17, 19, 24, 25, 26, 27, 31, 32, 35, 41 AND 46, PLAN 4R-34143; CITY OF OTTAWA

SHARED COSTS - SCHEDULE "C"
(Reciprocal Agreement)

Expense Allocation
Table

Budget Item	Total Cost	Condo Corporation	Commercial
Shared Facilities Manager	$2,400	$2,280 95%	$120 5%
Garage Door	$500	$475 95%	$25 5%
Winter Mainenance snow cleaning	$1,000	$950 95%	$50 5%
Mechanical spaces			
Hydro Vault	$500	$475 95%	$25 5%
Water sprinkler room	$500	$475 95%	$25 5%
Electrical room	$500	$475 95%	$25 5%
Drive Aisle vehicular and pedestrian easements	$500	$475 95%	$25 5%
Totals	$5,900	$5,605	$295